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SIXTH AMENDMENT TO POWER CONTRACT BY AND BETWEEN

CANAL ELECTRIC COMPANY AND CAMBRIDGE ELECTRIC LIGHT COMPANY AND COMMONWEALTH ELECTRIC COMPANY, DATED SEPTEMBER 1, 1986

Sixth AMENDMENT dated this 25th day of October, 1999 to the Power Contract dated September 1, 1986, and amended on the 6th day of March 1992 ("Fifth Amendment"), and the 19th day of December 1991 ("Fourth Amendment"), the 5th day of December 1991 ("Third Amendment"), the 28th day of February 1990 ("Second Amendment"), the 1st day of June 1988 ("First Amendment"), by and between Canal Electric Company, a Massachusetts corporation ("Canal"), Cambridge Electric Light Company, a Massachusetts corporation ("Cambridge"), and Commonwealth Electric Company, a Massachusetts corporation ("Commonwealth") ("Power Contract").

Basic Understandings

Canal owns a 3.52317 percent interest in the Seabrook nuclear generating station, located in Seabrook, New Hampshire ("Seabrook Unit"). Canal and Cambridge and Commonwealth are parties to such Power Contract whereby Canal sells and Cambridge and Commonwealth purchase one hundred percent of Canal's share of the net unit capability and related energy produced by Seabrook Unit.

As part of their continuing effort to mitigate transition costs under the requirements of the Massachusetts Electric Restructuring Act of 1997, Cambridge and Commonwealth seek to buy down the Gross Plant Investment account under the Power Contract.

Canal seeks to modify the definition of the term Decommissioning Expenses to account for changes in the amount of decommissioning expenses established for the Seabrook Unit pursuant to regulatory directives.

Provisions Amended

Canal, Cambridge, and Commonwealth, each in consideration of the agreements of the other, agree to modify, and do hereby, the terms of the Power Contract as follows:

For purposes of computing the Demand Component in Section 4(b) of the Power Contract, the following adjustments shall apply:

(1) The amount of Gross Plant Investment shall be reduced by the amount of \$74,209,000; with the amount of \$14,797,000 to be paid by Cambridge and the amount of \$59,412,000 to be paid by Commonwealth.

The amount of Reserve for Accumulated Deferred Income Taxes shall be reduced by the amount of \$29,108,000.

(b) Section 4(b)(xvi) of the Power Contract shall be deleted and the following inserted in lieu thereof:

"The Seabrook Unit decommissioning expenses are related to the dismantlement,

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entombment, removal, clean-up or decommissioning of the Seabrook Unit. Monthly decommissioning expenses shall consist on one-twelfth of the annual amounts established for Canal (3.52317% of the total amount for the Seabrook Unit) by the Nuclear Regulatory Commission, the Federal Energy Regulatory Commission ("FERC"), the New Hampshire Nuclear Decommissioning Committee, or other regulatory agency with authority to establish such decommissioning expenses. Decommissioning expenses will be included and recorded in FERC Account Number 403."

Effective Date

The Effective Date of this Amendment shall mean the first full day of the first full month after the following conditions precedent are satisfied:

Cambridge and Commonwealth shall have obtained the approval of the Massachusetts Department of Telecommunications and Energy ("MDTE") of this Amendment. Such MDTE approval must be acceptable in form and substance to Canal and Cambridge and Commonwealth and, at a minimum, shall include approval of the recovery of all payments made by Cambridge and Commonwealth under this Amendment as part of Cambridge's and Commonwealth's respective Transition Charge.

Canal shall have obtained the approval of the FERC of this Amendment. Such FERC approval must be acceptable in form and substance to Canal and Cambridge and Commonwealth and shall include the expiration of the permitted time for filing of all appeals of such approval.

Payment

Thirty (30) days after the Effective Date, Cambridge shall make a payment to Canal in the amount of \$14,797,000 and Commonwealth shall make a payment to Canal in the amount of \$59,412,000.

5. Miscellaneous

Except as specifically modified by the terms of this Sixth Amendment, the Power Contract, as modified by the First, Second, Third, Fourth, and Fifth Amendments, shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Canal, Cambridge, and Commonwealth have cause this Amendment to be executed by their respective representatives, thereto duly authorized, as of the day and date first above written.

CANAL ELECTRIC COMPANY CAMBRIDGE ELECTRIC LIGHT COMPANY

By: _____ By: _____

Russell D. Wright James D. Rappoli

President Vice President and Treasurer

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COMMONWEALTH ELECTRIC COMPANY

By: _____

James D. Rappoli

Vice President and Treasurer